

EXHIBIT 1A

Appendix A: The Employment Arbitration Policy

Statement of intent

Citi values each of its employees and looks forward to good relations with, and among, all of its employees. Occasionally, however, disagreements may arise between an individual employee and Citi or between employees in a context that involves Citi.¹

Citi believes that the resolution of such disagreements will be best accomplished by internal dispute resolution and, where that fails, by external arbitration. For these reasons, Citi has adopted this Employment Arbitration Policy ("Policy"). Arbitration shall be conducted either under the auspices of the Financial Industry Regulatory Authority, Inc. ("FINRA") or the American Arbitration Association ("AAA") as follows:

- Before the arbitration facilities of FINRA if: (1) you're a registered person or hold a securities license(s) with a self-regulatory organization and are employed by Citigroup Global Markets Inc. ("CGMI"), or (2) you're a registered person or hold a securities license(s) with a self-regulatory organization, you're employed by CGMI (the "Secondary Employer") and another Citi affiliate (the "Primary Employer") (which together make you a "Dual Employee"), and your dispute involves the Secondary Employer or activities related to your securities license(s). In such Dual Employee instances, any other related disputes you may have against your Primary Employer must be heard before the FINRA as well.
- Before the AAA where you don't meet the criteria above for FINRA arbitration, FINRA declines the use of its facilities, or you're a Dual Employee and your dispute doesn't involve CGMI or activities related to your securities license(s).

Arbitrations shall be held in the venue closest to the employee's current Citi work location (or for former employees, their last Citi work location) and shall be conducted in accordance with the respective arbitration rules of the FINRA or AAA, as applicable, then in effect and as supplemented by this Policy. Throughout this Policy there

will be references to AAA or FINRA, but only one set of rules applies to any particular proceeding.

Employment with Citi is a voluntary relationship for no definite period of time, and nothing in this Policy or any other Citi document constitutes an express or implied contract of employment for any definite period of time. This Policy doesn't constitute, nor should it be construed to constitute, a waiver by Citi of its rights under the "employment-at-will" doctrine nor does it afford an employee or former employee any rights or remedies not otherwise available under applicable law.

Your eligibility and consideration for merit increase, incentive and retention awards, equity awards, or the payment of any other compensation to you, as well as your acceptance of or continued employment with Citi, shall constitute consideration for your rights and obligations under this Policy.

Scope of Policy

The Policy makes arbitration the required and exclusive forum for the resolution of all disputes (other than disputes which by statute are not arbitrable) arising out of or in any way related to employment based on legally protected rights (i.e., statutory, regulatory, contractual, or common-law rights) that may arise between an employee or former employee and Citi, its predecessors, successors and assigns, its current and former parents, subsidiaries, and affiliates, and its and their current and former officers, directors, employees, and agents (and that aren't resolved by the internal Dispute Resolution Procedure) including, without limitation, claims, demands, or actions under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, and all amendments thereto, and any other federal, state, or local statute, regulation, or common-law doctrine regarding employment, employment discrimination, the terms and conditions of employment, termination of employment, compensation, breach of contract, defamation, retaliation, whistle-blowing, or any claims arising under the Citigroup Separation Pay Plan.

¹ Citi refers to Citigroup Inc., its subsidiaries, and affiliates.



Claims that an employee or former employee may have regarding Workers' Compensation or unemployment compensation benefits aren't covered by this Policy.

Claims covered under this Policy must be brought on an individual basis. Neither Citi nor any employee may submit a class, collective, or representative action for resolution under this Policy.

To the maximum extent permitted by law, and except where expressly prohibited by law, arbitration on an individual basis pursuant to this Policy is the exclusive remedy for any employment-related claims which might otherwise be brought on a class, collective or representative action basis. Accordingly, employees may not participate as a class or collective action representative or as a member of any class, collective, or representative action, and will not be entitled to any recovery from a class, collective, or representative action in any forum. Any disputes concerning the validity of this class, collective, and representative action waiver will be decided by a court of competent jurisdiction, not by the arbitrator.

In the event this waiver is found to be unenforceable, then any claim brought on a class, collective, or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for all such claims.

Nothing in this Policy shall prevent either party from seeking from any court of competent jurisdiction injunctive relief in aid of arbitration or to maintain the status quo prior to arbitration. The Policy doesn't exclude the National Labor Relations Board from jurisdiction over disputes covered by the National Labor Relations Act, or FINRA or the New York Stock Exchange ("NYSE") for matters over which FINRA or the NYSE have jurisdiction. Nothing herein shall be construed to constitute a waiver of an employee's right to file a charge or complaint with these entities, or an employee's right to challenge the validity of this Policy on such grounds as may exist in law or equity.

Further, this Policy doesn't exclude the jurisdiction of the Equal Employment Opportunity Commission ("EEOC") and/or state and local human rights agencies to investigate alleged violations of the laws enforced by the EEOC and/or these agencies. An employee isn't waiving any right to file a charge of discrimination with the EEOC and/or state or local human rights agency. However, employees shall not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of a charge, and/or participating in an investigation resulting from the filing of

a charge, with the EEOC and/or state or local human rights agency.

This Policy doesn't require that Citi institute arbitration, nor is Citi required to follow the steps of the Dispute Resolution Procedure, before taking corrective action of any kind, including termination of employment. However, if an employee disagrees with any such corrective action, believes that such action violated his or her legally protected rights, and wishes to pursue the dispute, he or she must institute proceedings in accordance with the Policy. The results of the arbitration process are final and binding on the employee and Citi.

In addition to their obligations under this Policy, certain employees or former employees are subject to the arbitration requirements of FINRA. In the event FINRA declines to accept a particular claim under its rules, then that claim will be subject to AAA arbitration under this Policy.

Arbitration rules and procedures

Arbitration under this Policy shall be conducted pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA or the rules for FINRA arbitration, in either case, "rules." Citi has modified and expanded these rules and procedures in certain respects. In particular, provisions covering fees and costs have been modified so that many of the costs typically shared by the parties will be borne by Citi.

To the extent any of the rules or procedures set forth in this Policy are in conflict with the rules or procedures of FINRA or the AAA at the time of the filing of an arbitration claim, the rules and procedures of FINRA or the AAA shall govern.

1. Initiation of arbitration proceeding

To initiate arbitration you must send a written demand for arbitration to the Director of Employee Relations for Citi. The demand must be received by the Director of Employee Relations for Citi within the time period provided by the statute of limitations applicable to the claim(s) set forth in the demand.

The demand shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue; the names of all persons involved in the dispute; the amount in controversy, if any; and the remedy sought. Within 30

calendar days of receiving such demand, or as soon as possible thereafter, Citi shall file the demand with the appropriate office of the AAA or FINRA. You'll also complete any other required forms for submission of the claim for arbitration, such as the Uniform Submission Agreement, when filing a claim with FINRA. For employees subject to FINRA arbitration, a claim may be initiated with Human Resources as outlined herein or pursuant to FINRA's Code of Arbitration procedure, which can be found at www.finra.org/ArbitrationMediation/Rules/CodeofArbitrationProcedure/index.htm.

2. Appointment of neutral arbitrator(s)

Neutral arbitrator(s) shall be appointed in the manner provided by AAA or FINRA rules, as applicable. However, it's Citi's intent that arbitrators be diverse, experienced, and knowledgeable about employment-related claims.

3. Qualifications of neutral arbitrator(s)

No person shall serve as a neutral arbitrator in any matter in which that person has any financial or personal interest in the result of the proceeding. Prior to accepting appointment, the prospective arbitrator(s) shall disclose any circumstance likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA or FINRA, as applicable, either will replace that person or communicate the information to the parties for comment. Thereafter, the AAA or FINRA, as applicable, may disqualify that person, and its decision shall be conclusive. Vacancies shall be filled in accordance with the AAA or FINRA rules, as applicable.

4. Vacancies

The AAA or FINRA, as applicable, is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.

5. Proceedings

The hearing shall be conducted by the arbitrator(s) in whatever manner will most expeditiously permit full presentation of evidence and arguments of the parties. The arbitrator(s) shall set the date, time, and place of the hearing, notice of which must be given to the parties by the AAA or FINRA, as applicable, at least 30 calendar days in advance unless the parties agree otherwise. In the event the hearing can't reasonably be completed in one day, the arbitrator(s) will schedule the hearing to be continued on a mutually convenient date.

6. Representation

Any party may be represented by an attorney or other representative (excluding any Citi supervisory employee) or by himself or herself. For an employee or former employee without representation, the AAA or FINRA, as applicable, may, upon request, provide reference to institutions that might offer assistance.

7. Confidentiality of and attendance at hearing

The arbitrator(s) shall maintain the confidentiality of the hearings unless the law provides to the contrary. The arbitrator(s) shall have the authority to exclude witnesses, other than a party and the party's representative(s), from the hearing during the testimony of any other witness. The arbitrator(s) also shall have the authority to decide whether any person who isn't a witness may attend the hearing.

8. Postponement

The arbitrator(s) for good cause shown may postpone any hearing upon the request of a party or upon the arbitrator's own initiative and shall grant such postponement when all of the parties agree thereto.

9. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator(s) may require a witness to testify under oath administered by any duly qualified person and, if it's required by law or requested by any party, shall do so.

10. Stenographic record

In the event a party requests a stenographic record, that party shall bear the cost of such record. If both parties request a stenographic record, the cost shall be borne equally by the parties. In the event the claimant requests a stenographic record, Citi shall bear the cost of obtaining a copy of the record for itself. In the event Citi requests a stenographic record, Citi also shall bear the cost of providing a copy to the claimant.

11. Arbitration in the absence of a party

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator(s) shall require the party who's present to submit such evidence as the arbitrator(s) may require for the making of the award.



12. Discovery

Discovery requests shall be made pursuant to the rules of the AAA or FINRA, as applicable. Upon request of a party, the arbitrator(s) may order further discovery consistent with the applicable rules and the expedited nature of arbitration.

13. Prehearing motions

The arbitrator(s) shall be authorized to consider and rule on prehearing motions, including dispositive motions. Any ruling regarding such motion shall be made consistent with Section 19 of this policy.

14. Evidence

The arbitrator(s) shall be the judge of the relevance and materiality of the evidence offered; conformity to legal rules of evidence shall not be necessary.

15. Evidence by affidavit and filing of documents

The arbitrator(s) may receive and consider the evidence of witnesses by affidavit but shall give it only such weight as the arbitrator(s) deems (deem) it entitled to after consideration of any objection made to its admission. All documents to be considered by the arbitrator(s) shall be filed at the hearing.

16. Closing of hearing

The arbitrator(s) shall ask whether the parties have any further proof to offer or witnesses to be heard. Upon receiving negative replies, or if satisfied that the record is complete, the arbitrator(s) shall declare the hearing closed and the minutes thereof shall be recorded.

17. Waiver of procedures

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these procedures hasn't been complied with, and who fails to state objections thereto in writing, shall be deemed to have waived the right to object.

18. Time of award

The award shall be made promptly by the arbitrator(s) unless otherwise agreed by the parties or specified by law. The arbitrator(s) shall be instructed to make the award within 30 calendar days of the close of the hearing or as soon as possible thereafter.

19. Award

- a. **Form.** The award shall be in writing and shall be signed by the arbitrator(s). If either party requests, such award shall be in a form consistent with the rules of the AAA

or FINRA, as applicable. All awards shall be executed in the manner required by law. The award shall be final and binding upon the claimant and Citi, and judicial review shall be limited as provided by law.

- b. **Scope of relief.** The arbitrator(s) shall be governed by applicable federal, state, and/or local law. The arbitrator(s) may award relief only on an individual basis. The arbitrator(s) shall have the authority to award compensatory damages and injunctive relief to the extent permitted by applicable law. The arbitrator(s) may award punitive or exemplary damages or attorneys' fees where expressly provided by applicable law. The arbitrator(s) shall not have the authority to make any award that's arbitrary and capricious or to award to Citi the costs of the arbitration that it's otherwise required to bear under this policy.

20. Delivery of award to parties

The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to a party or its representative at the last known address via certified mail, return receipt, personal service of the award, or the filing of the award in any manner that's permitted by law.

21. Enforcement

The award of the arbitrator may be enforced under the terms of the Federal Arbitration Act (Title 9 U.S.C.) and/or under the law of any state to the maximum extent possible. If a court determines that the award isn't completely enforceable, it shall be enforced and binding on both parties to the maximum extent permitted by law.

22. Judicial proceedings and exclusion of liability

- a. Neither the AAA or FINRA, nor any arbitrator in a proceeding under this Policy, is a necessary party in judicial proceedings relating to the arbitration.
- b. Parties to these procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

23. Expenses and fees

Unless otherwise precluded by applicable law, expenses and fees shall be allocated as follows:

- a. **Filing fees.** Citi shall pay any filing fee required by the AAA or FINRA, as applicable.

- b. **Hearing fees and arbitrator fees.** Citi shall pay the hearing fee and arbitrator fee for the hearing.
- c. **Postponement/cancellation fees.** Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.
- d. **Other expenses.** The expenses of witnesses shall be paid by the party requiring the presence of such witnesses. All other ordinary and reasonable expenses of the arbitration, including hearing room expenses; travel expenses of the arbitrator, AAA, or FINRA representatives, as applicable; and any witness produced at the arbitrator's direction, shall be paid completely by Citi.
- e. **Legal fees and expenses.** Each side shall pay its own legal fees and expenses subject to Paragraph 23 (a) and (b) above.

The allocation of expenses as provided for in items "a" through "d" may not be disturbed by the arbitrator except where the arbitrator determines that a party's claims were frivolous or were asserted in bad faith.

24. Serving of notice

Any notices or process necessary or proper for the initiation or continuation of an arbitration under these procedures, for any court action in connection therewith or for the entry of judgment on an award made under these procedures, may be served on a party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The AAA or FINRA, as applicable, and the parties also may use facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these procedures, provided that such notice is confirmed by the telephone or subsequent mailing to all affected parties. Service on the other party must be simultaneous with the filing and be made by the same means.

25. Time period for arbitration

Any proceeding under this Policy must be brought within the time period provided for within the statute(s) of limitations applicable to the claims asserted by the claimant.

26. Amendment or termination of arbitration policy

Citi reserves the right to revise, amend, modify, or discontinue the Policy at any time in its sole discretion with 30 calendar days' written notice. Such amendments may be made by publishing them in the Handbook or by separate release to employees and shall be effective 30 calendar days after such amendments are provided to employees and will apply prospectively only. *Your continuation of employment after receiving such amendments shall be deemed acceptance of the amended terms.*

27. Interpretation and application of procedure

Except as otherwise provided by this Policy, the arbitrator shall interpret and apply these procedures as they relate to the arbitrator's powers and duties; all other procedures shall be interpreted and applied by the AAA or FINRA, as applicable. Except as otherwise expressly agreed upon, and except as otherwise provided by this Policy, any dispute as to the arbitrability of a particular claim made pursuant to this Policy shall be resolved in arbitration.

28. Severability

If any part or provision of this Policy is held to be invalid, illegal, or unenforceable, such holding won't affect the legality, validity, or enforceability of the remaining parts and each provision of this Policy will be valid, legal, and enforceable to the fullest extent permitted by law.

Retaliation against employees who file a claim under this Policy, including claims regarding the validity of this Policy or any provision thereof, is expressly prohibited.

2. In the unusual situation when this procedure doesn't fully resolve a dispute, and such dispute is based upon a legally protected right (i.e., statutory, contractual, or common law), we both agree to submit the dispute (except disputes which by statute are not arbitrable), to binding arbitration within the time provided by the applicable statute(s) of limitations, as follows:

- Before the arbitration facilities of the Financial Industry Regulatory Authority, Inc. ("FINRA") if: (1) you're a registered person or hold a securities license(s) with a self-regulatory organization and are employed by Citigroup Global Markets Inc. ("CGMI") or (2) you're a registered person or hold a securities license(s) with a self-regulatory organization, you're employed by CGMI (the "Secondary Employer") and another Citi affiliate (the "Primary Employer") (which together make you a "Dual Employee"), and your dispute involves the Secondary Employer or activities related to your securities license(s). In such Dual Employee instances, any other related disputes you may have against your Primary Employer must be heard before the FINRA as well.
- Before the American Arbitration Association ("AAA") where you don't meet the criteria above for FINRA arbitration, FINRA declines the use of its facilities, or you're a Dual Employee and your dispute doesn't involve CGMI or activities related to your securities license(s).

Arbitrations shall be conducted in accordance with the respective arbitration rules of the FINRA or AAA, as applicable, then in effect and as supplemented by Citi's Employment Arbitration Policy ("Arbitration Policy") then in effect. A detailed description of the Arbitration Policy is included as Appendix A of this Employee Handbook.

Again, it's your responsibility to read and understand the dispute resolution/arbitration procedure. If you have any questions, now or in the future, please ask Human Resources.

Fifth, during your employment and for the one-year period following the resignation or termination of your employment for any reason, you agree that you won't (a) engage in any conduct, either individually or with a third party, that directly or indirectly causes or attempts to cause any Citi employee to leave the employment of Citi, or (b) directly or indirectly, induce or attempt to induce or otherwise encourage or solicit any client or customer of Citi to terminate their relationship with Citi or to transfer assets away from or reduce its business with Citi.

Sixth, nothing herein constitutes a contract of employment for a definite period of time. The employment relationship is "at-will," which affords either party the right to terminate the relationship at any time for no reason or any reason not otherwise prohibited by applicable law.

Citi retains the right to decrease an employee's compensation and/or benefits, transfer or demote an employee, or otherwise change the terms and conditions of any employee's employment with Citi at any time with or without notice at its sole discretion.

We believe these matters are important to you as an employee and to us as an employer.



If Employee Transfers to Noncovered Job

Employees will be designated as a Covered Employee for so long as they hold a Covered Position. If a Covered Employee's job is no longer designated a Covered Position, or a Covered Employee transfers into a job that is not a Covered Position, the employee and Citi will be released from any obligations under this policy 75 days following the effective date of the transfer or change in designation.

However, all other employment policies, including any nonsolicitation obligation, detailed in the applicable Employee Handbook or a Covered Employee's offer letter or employment agreement will continue to apply.

Nonsolicitation Obligations

During their employment (inclusive of the applicable Early Termination Notice Period) and for the one-year period following their termination of employment from Citi for any reason, and in addition to any obligation the Covered Employee may have by virtue of any Independent Legal Obligation, Covered Employees may not (1) engage in any conduct, either individual or in concert with a third party, which, directly or indirectly, causes or attempts to cause any Citi employee to terminate his or her employment with Citi, and (2) solicit, either directly or indirectly, individually, or in concert with a third party any client of Citi whose account(s) they served or whose name they learned during their employment with Citi.

Consequences of Breach

If a Covered Employee fails to comply with the Policy by failing to give required notice or by soliciting employees and/or clients during the Early Termination Notice Period, the

Covered Employee will be required to repay their Citi employer the gross amount of the cash bonus component of their last Award. See additional information below regarding notice obligations and Awards.

In addition, if a Covered Employee violates his/her nonsolicitation obligations under this Policy during the applicable Early Termination Notice Period or the one-year period thereafter, Citi may seek an order or injunction from a court or arbitration panel to stop the violation, and may seek other permissible remedies. Citi may hold the Covered Employee personally liable for any damages it suffers as result of the breach, such as additional compensation paid to replace or retain solicited employees.

Notice Obligations and Employee Awards

Covered Employees are not eligible for an Award if they resign before, or are not actively employed on, the day that Awards are made, even if they worked all or a portion of the year for which the Award is made. In addition, Covered Employees that give notice required by this Policy before an Award is made, even if they worked all or a portion of the year for which the Award is made, are not eligible to receive an Award.

An Award is not subject to repayment if the Covered Employee fully complies with this Policy.

The cash portion of an Award previously paid is subject to repayment as described above if the Covered Employee does not comply with this Policy by either (1) failing to give compliant notice, or (2) soliciting Citi clients or employees during the Early Termination Notice Period.